EXHIBIT F10

SEWAGE TREATMENT AGREEMENT, DATED NOVEMBER 17, 1987, BY AND BETWEEN EAST GOSHEN TOWNSHIP, EAST GOSHEN MUNICIPAL AUTHORITY, EAST WHITELAND TOWNSHIP, AND EAST WHITELAND MUNICIPAL AUTHORITY

SEWAGE TREATMENT AGREEMENT

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THIS AGREEMENT, made the 17th day of November, 1987 by and among EAST GOSHEN TOWNSHIP ("East Goshen"), EAST GOSHEN MUNICIPAL AUTHORITY ("East Goshen Authority"), EAST WHITELAND TOWNSHIP ("East Whiteland") and EAST WHITELAND MUNICIPAL AUTHORITY ("East Whiteland Authority"),

WITNESSETH:

WHEREAS, the Malvern Golf Club Subdivision, also known as and hereinafter referred to as "Lockwood Chase," has been developed in both East Goshen and East Whiteland, lots 1 to 23 being located in East Whiteland, and lots 24 to 103 being located in East Goshen; and

WHEREAS, all of the lots of Lockwood Chase are served by and connected to a sewage collection system and a community spray irrigation sewage treatment facility (the "Lockwood Chase Plant") located in East Goshen on land owned by Lockwood Community Association, which land is subject to an easement and right of way agreement with East Goshen Authority; and

WHEREAS, the collection system and the Lockwood Chase Plant in East Goshen are part of the East Goshen sewage system, which is owned by East Goshen Authority and leased to and operated by East Goshen; and

WHEREAS, the collection system for Lockwood Chase which is located in East Whiteland is owned by East Whiteland Authority

and is part of the Township sewage system operated by East Whiteland; and

WHEREAS, all of the Lockwood Chase lots in East Whiteland are connected to and served by the Lockwood Chase Plant in East Goshen; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions by which the sewage generated by the Lockwood Chase lots located in East Whiteland shall be received by the East Goshen sewage system and treated in the Lockwood Chase Plant;

NOW, THEREFORE, the parties hereto, each binding itself, its successors and assigns, and each representing that it has proper legal authority to enter into this Agreement, do mutually represent, covenant, and agree as follows:

1. Subject to payment of charges and subject also to the limitations of this Agreement, East Goshen and East Goshen Authority grant East Whiteland and East Whiteland Authority the right to discharge sewage wastes from those residences on lots 1 through 23 in Lockwood Chase into the East Goshen sewage system for treatment in the Lockwood Chase Plant. Such discharge shall be made into the Lockwood Chase sewage collection system located in East Whiteland. No other sewage waste from East Whiteland shall be discharged into the East Goshen System. East Goshen and East Goshen Authority agree to reserve sufficient treatment capacity in the Lockwood Chase Plant to serve the needs of the said lots 1 through 23.

- 2. East Goshen and East Goshen Authority reserve the right at any time to divert the East Whiteland sewage to any other treatment facility of the East Goshen sewage system. East Whiteland and East Whiteland Authority reserve the right at any time to divert the East Whiteland sewage to another treatment facility of its system, in which event East Goshen's and East Goshen Authority's obligation to receive East Whiteland sewage wastes pursuant to this Agreement shall terminate.
- 3. East Whiteland and East Whiteland Authority shall be responsible for the maintenance and repair of that portion of the Lockwood Chase collection system located in East Whiteland. East Goshen and East Goshen Authority shall maintain in good repair and operating condition the Lockwood Chase Plant and collection system located in East Goshen.
- 4. East Whiteland and East Whiteland Authority agree to permit no discharges into the Lockwood Chase collection system other than domestic waste and agrees to abide by all East Goshen regulations governing the discharge of waste into the East Goshen sewage system.
- 5. East Whiteland shall be responsible for the billing of the East Whiteland residents who own lots 1 through 23 in Lockwood Chase for sewage service. East Goshen shall bill East Whiteland on a calendar quarter basis and at the regular residential sewer rental charge, according to the East Goshen sewer rate ordinance, for treatment of the waste generated by the

owners of lots 1 through 23 in Lockwood Chase. Payment shall be made by East Whiteland within thirty (30) days of delivery of the bill.

Any party hereto, or its duly authorized representative, shall at all reasonable times be permitted to enter upon the properties of the other for the purpose of inspection, observation, measurement, sampling, and testing in order to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST:

EAST GOSHEN TOWNSHIP

EAST GOSHEN MUNICIPAL AUTHORITY

27

EAST WHITELAND TOWNSHIP

EAST WHITELAND MUNICIPAL AUTHORITY